

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

 U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CECILWARE CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Security Interest

Execution Date: July 8, 2004

2. Name and address of receiving party(ies)

 Name: The Bank of New York, as
Internal Administrative Agent
 Address: _____
Street Address: One Wall StreetCity: New York State: NY Zip: 10286

- ☐ Individual(s) citizenship _____
☒ Association Banking
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

 If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,439,644;1,349,146, 2,305,909, 684,9251,410,380, 1,303,572, 585,533Additional number(s) attached ☐ Yes ☒ No 1,275,017, 2,305,908

5. Name and address of party to whom correspondence concerning document should be mailed:

 Attn: Penelope J.A. Agodoa
 Federal Research Company, LLC
 1030 15th Street, NW, Suite 920
 Washington, DC 20005
 202.783.2700

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 97. Total fee (37 CFR 3.41).....\$ 240.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-3155

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Janella Telesford
 Name of Person Signing

Janella Telesford
 Signature

7-13-2004
 Date
Total number of pages including cover sheet, attachments, and document: 1
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **CECILWARE CORPORATION**, a Delaware corporation (the "Grantor"), is obligated to **THE BANK OF NEW YORK**, as Administrative Agent (in such capacity, the "Secured Party"), the Lenders and the Issuing Bank from time to time party to the Credit Agreement, dated as of July 8, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, such Lenders, the Issuing Bank and the Secured Party, pursuant to which the Grantor has entered into the Security Agreement, dated as of July __, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, Cecilware Holdings, Inc., the subsidiaries of Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 8th day of July 2004.

CECILWARE CORPORATION

By: Richard Moore
Name: Richard Moore
Title: President

STATE OF NEW YORK)
COUNTY OF Queens) ss.:

On the 6th day of July in the year 2004 before me, the undersigned, personally appeared RICHARD MOORE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Gianni Limogiannis
Notary Public

My Commission Expires:

GIANNI LIMOGIANNIS
Notary Public, State of New York
No.01116084115
Qualified in Queens County
COMMISSION EXPIRES: 12/02/2006

**Schedule 1
to
Grant of Security Interest (Trademarks)
Cecilware Corporation
Dated as of July 8, 2004**

Trademarks

Trademark	Registration Number	Date of Registration
THE WHIPPER	1,439,644	5/12/1987
URN-MATE	1,349,146	7/16/1985
FRIGOGRANITA	2,305,909	1/4/2000
STA-HOT	684,925	9/8/1959
BREW TIME	1,410,380	9/23/1986
CECILWARE	1,303,572	11/6/1984
CECILWARE (and design)	585,533	2/9/1954
COFFEE STATION	1,275,017	4/24/1984
FRIGODRINK	2,305,908	1/4/2000